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WYNDHAM RESORT DEVELOPMENT CORPORATION,  
WYNDHAM VACATION OWNERSHIP, INC.,  
WYNDHAM VACATION RESORTS, INC., and  
WORLDMARK BY WYNDHAM

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

GENINE CANNATA, *et al.*,  
Plaintiffs,

vs.

WYNDHAM WORLDWIDE  
CORPORATION, *et al.*,  
Defendants.

Case No. 2:10-cv-00068-PMP-LRL

**PROTECTIVE ORDER REGARDING  
CONFIDENTIAL INFORMATION**

In order to protect the confidentiality of confidential information obtained by the parties in connection with this case, the Court hereby orders as follows:

1. Any party or non-party may designate as “confidential” (by stamping the relevant page or other otherwise set forth herein) any document or response to discovery which that party or non-party considers in good faith to contain information involving trade secrets; or confidential business or financial information; or information implicating third party privacy rights; or the individual parties personal information, subject to protection under the Federal rules of Civil

1 Procedure or Nevada law (“Confidential Information”). Where a document or response consists of  
2 more than one page, the first page and each page on which confidential information appears shall be  
3 so designated.

4 2. A party or non-party may designate information disclosed during a deposition or in  
5 response to written discovery as “confidential” by so indicating in said response or on the record at  
6 the deposition and requesting the preparation of a separate transcript of such material. Additionally  
7 a party or non-party may designate in writing, within twenty (2) days after receipt of said responses  
8 or of the deposition transcript for which the designation is proposed, that specific pages of the  
9 transcript and/or specific responses be treated as “confidential” information. Any other party may  
10 object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the  
11 procedures described in paragraph 8 below. After any designation made according to the procedure  
12 set forth in this paragraph, the designated documents or information shall be treated according to the  
13 designation until the matter is resolved according to the procedures described in paragraph 8 below.  
14 And counsel for all parties shall be responsible for making all previously unmarked copies of the  
15 designated material in their possession or control with the specified designation.

16 3. All information produced or exchanged in the course of this case (other than  
17 information that is publicly available) shall be used by the party or parties to whom the information  
18 is produced solely for the purpose of this case.

19 4. Except with the prior written consent of other parties, or upon prior order of this  
20 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to  
21 any person other than:

22 (a) counsel for the respective parties to this litigation, including in-house counsel  
23 and co-counsel retained for this litigation;

24 (b) employees of such counsel;

25 (c) individual defendants, class representatives, any officer or employee of a  
26 party, to the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

27 (d) consultants or expert witnesses retained for the prosecution or defense of this  
28 litigation, provided that each such person shall execute a copy of the Certification annexed to this

Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing the Confidential Information and made available for inspection by opposing counsel during the pendency or after the termination of the action only upon order of the Court) before being shown or given any Confidential Information and provided that if the party chooses a consultant or expert employed by the Wyndham Defendants or one of its competitors, the party shall notify the opposing party, or designating non-party, before disclosing any Confidential Information to that individual and shall give the opposing party an opportunity to move for a protective order preventing or limiting such disclosure;

(e) any authors or recipients of the Confidential Information;

(f) the Court, Court personnel, and court reporters; and

(g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign the Certification before being shown a confidential document. Confidential Information may be disclosed to a witness who will not sign the Certification only in a deposition at which the party who designated the Confidential Information is represented or has been given notice that Confidential Information shall be designated “Confidential” pursuant to paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to retain copies.

5. Any persons receiving Confidential Information shall not reveal or discuss such information to or with any person who is not entitled to receive such information, except as set forth herein.

6. No party or non-party shall file or submit for filing as part of the court record any documents under seal without first obtaining leave of court. Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears burden of overcoming the presumption in favor of public access to papers filed in court.

7. A party may designate as “Confidential” documents or discovery materials produced by a non-party by providing written notice to all parties of the relevant document numbers or other identification within thirty (30) days after receiving such documents or discovery materials. Any party or non-party may voluntarily disclose to others without restriction any information designated

1 by that party or non-party as confidential, although a document may lose its confidential status if it is  
2 made public.

3 8. If a party contends that any material is not entitled to confidential treatment, such  
4 party may at any time give written notice to the party or non-party who designated the material. The  
5 party or non-party who designated the material shall have twenty-five (25) days from the receipt of  
6 such written notice to apply to the court for an order designating the material as confidential. The  
7 party or non-party seeking the order has the burden of establishing that the document is entitled to  
8 protection.

9 9. Notwithstanding any challenge to the designation of material as Confidential  
10 Information, all documents shall be treated as such and shall be subject to the provisions hereof  
11 unless and until one of the following occurs:

12 (a) the party or non-party claims that the material is Confidential Information,  
13 withdraws such designation in writing; or

14 (b) the party or non-party who claims that the material is Confidential  
15 Information fails to apply to the Court for an order designating the material confidential within the  
16 time period specified above after receipt of a written challenge to such designation; or

17 (c) the Court rules the material is not confidential.

18 10. All provisions of this Order restricting the communication or use of Confidential  
19 Information shall continue to be binding after the conclusion of this action, unless otherwise agreed  
20 or ordered. Upon conclusion of the litigation, a party in the possession of Confidential Information,  
21 other than that which is contained in pleadings, correspondence, and deposition transcripts, shall  
22 either (a) return such documents no later than thirty (30) days that the documents have been  
23 destroyed.

24 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use  
25 of documents at trial.

26 12. Nothing herein shall be deemed to waive any applicable privilege or work product  
27 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material  
28 protected by privilege or work product protection.

## ORDER

Dated: March 7, 2011

U.S. MAGISTRATE JUDGE

**EXHIBIT "A"****CERTIFICATION**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated \_\_\_\_\_, in \_\_\_\_\_, Civil No. \_\_\_\_\_. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will not reveal the Confidential Information to anyone – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED:\_\_\_\_\_.

\_\_\_\_\_

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